

ORIGINAL

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Attorneys for Defendant, Saied Khobadandeh

U.S. DISTRICT COURT  
DISTRICT OF NEVADA  
FILED

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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

GEORGE MACRICOSTAS,

Plaintiff,

v.

SAIED KHOBADANDEH,

Defendants.

Case No. CV-N-05-0554-HDM-VPC

**ANSWER TO FIRST AMENDED  
COMPLAINT**

Defendant Saied Khobadandeh ("Defendant") by and through his attorneys Robison, Belaustegui, Sharp & Low, responds to the allegations of the First Amended Complaint as follows:

1. Admit that the amount in controversy, exclusive of interest and costs, exceeds \$75,000.00. Deny the remainder for lack of knowledge or information.
2. Deny for lack of knowledge or information.

1           3.     Admit.

2           4.     Admit that, between 1992 and 1999, Plaintiff and Defendant were co-  
3 workers, who maintained a friendly relationship, for Photronics, a technology-  
4 related company owned in part by Plaintiff's family, with the exception of a brief  
5 period between the end of 1994 and the summer of 1995, during which Defendant  
6 worked at DuPont. Admit that, in or about August, 1999 Defendant left his  
7 employment with Photronics and went to work for LSI Logic, Inc. Admit that LSI  
8 Logic, Inc. was one of Photronics largest customers. Deny the remaining  
9 allegations of this paragraph.  
10

11           5.     Admit only that Defendant received a check from Plaintiff in the  
12 amount of \$60,000.00, although Defendant believes that he received it sometime  
13 in 1998. Deny the remaining allegations of this paragraph.  
14

15           6.     Admit only that Defendant received a second check from Plaintiff, this  
16 time in the amount of \$50,000.00. Defendant believes that this check was  
17 received sometime after June, 1998. Deny the remaining allegations of this  
18 paragraph.  
19

20           7.     Defendant admits that he has refused to pay Plaintiff on what  
21 Defendant believes is a non-existent loan.  
22

23                   **FIRST CAUSE OF ACTION**  
24                   **(Breach of Contract)**

25           8.     Defendant realleges and incorporates his responses to the allegations  
26 of paragraphs 1 through 7.

27           9.     Denied.

28           10.    Denied.

**SECOND CAUSE OF ACTION**  
**(Breach of Contract)**

11. Defendant realleges and incorporates his responses to the allegations of paragraphs 1 through 10.

12. Denied.

13. Denied

**AFFIRMATIVE DEFENSES**

1. Failure to state a claim.

2. Statute of limitations.

3. Laches.

4. Waiver.

5. Estoppel

6. Unclean hands.

7. Statute of frauds.

8. Failure to mitigate.

9. Mistake.

**WHEREFORE**, Defendant prays for relief as follows:

1. That Plaintiff's First Amended Complaint be dismissed with prejudice, and that Plaintiff take nothing thereby;

2. For costs of Court and reasonable attorney's fees incurred; and

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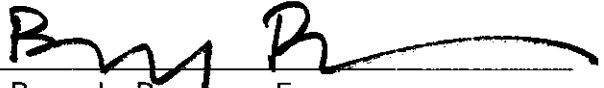
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3. For such other and further relief as this Court deems just and fair.

Dated this 23 day of November, 2005.

ROBISON, BELAUSTEGUI, SHARP & LOW  
a Professional Corporation  
71 Washington Street  
Reno, Nevada 89503

By   
Barry L. Breslow, Esq.  
Clayton P. Brust, Esq.  
Attorneys for Defendant Saied  
Khobadandeh

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CERTIFICATE OF SERVICE

Pursuant to FRCP 5, I certify that I am an employee of ROBISON,  
BELAUSTEGUI, SHARP & LOW, and that on this date I deposited for mailing at  
Reno, Nevada a true copy of the attached ANSWER TO FIRST AMENDED  
COMPLAINT addressed to:

Franklin T. Watson, Esq.  
Watson, Khachadourian & Iams, LLP  
1000 G. Street, Second Floor  
Sacramento, California 95814

Brad Johnston, Esq.  
Hale Lane  
5441 Kietzke Lane, Second Floor  
Reno, Nevada 89511

DATED this 23<sup>rd</sup> day of November, 2005.

